This instrument prepared by: Metropolitan Department of Law 108 Metropolitan Courthouse Nashville, Tennessee 37201

DECLARATION OF RESTRICTIONS AND COVENANTS FOR SCMs FOR REGULATED RESIDENTIAL INFILL

SWSF	Permit No.:	
Being	g on the Property conveyed to	, the deed for which is of
		, R.O.D.C., Tennessee.
		(individually or collectively, the "Declarant"), the owner
	e real property described in Exhibit(s) _ ence (the "Property"), does hereby cove	attached hereto and incorporated herein by nant, agree and declare as follows:
1.	Declarant is lawfully seized of the Progood right to make the following decla	operty and possessed of said land in fee simple and has rations and covenants.
2.	acceptable to Metro, a copy of which adequate long term maintenance a described in the Plan to ensure the ("Systems") required by the Plan are at the Plan and with all applicable rules, remaintenance activities at intervals described.	d to Metro a Long Term Maintenance Plan (the "Plan") ch is attached hereto, and shall thereafter provide for and continuation of the stormwater control measures at all stormwater facilities ("Facilities") and systems and remain in proper working condition in accordance with egulations and laws. Declarant shall perform preventative scribed in the inspection schedule included in the Plan ass cutting, etc.) and trash removal as part of regular
3.	document the inspection schedule, tim	nnual report by July 1 st of each year. The report shall nes of inspection, remedial actions taken to repair, modify the state of control measures, and notification of any ch Systems and Facilities.
4.	right of entry at reasonable times and	and its employees, agents and contractors a perpetual d in a reasonable manner for the purpose of inspecting, constructing, maintaining or repairing the Systems and

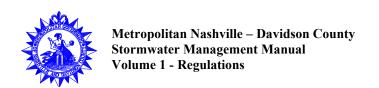
of entry for access from public rights-of-way to the Systems and Facilities.

5. Declarant hereby accords to Metro and its employees, agents and contractors a perpetual right

- 6. If, upon inspection, Metro determines that Declarant has failed to properly maintain the Systems and Facilities in accordance with the Plan, the Declarant acknowledges that Metro will in that event have the authority to order Declarant to perform such maintenance within ten (10) days. In the event the maintenance is not performed within the specified time, Declarant shall allow Metro to enter the property and take all reasonable steps to maintain the Systems and Facilities. Declarant acknowledges that Declarant understands that Metro is under no duty or obligation to maintain or repair the Systems and Facilities. Declarant shall reimburse Metro in full and upon demand for all costs incurred by Metro in the maintenance or repair of the Systems and Facilities and shall be liable to Metro for the reasonable costs of collection, including without limitation court costs and attorney fees.
- 7. Declarant shall reimburse Metro in full upon demand in the amount of any judgment rendered against Metro due to Declarant's failure to perform the obligations created by this instrument.
- 8. The Property may be used for any lawful purpose desired after the construction of all of the Systems and Facilities, provided that structural change, in the opinion of Metro (the discretion to give such opinion on behalf of Metro may be exercised by the Director of Water and Sewerage Services, or the Director's designee), will not destroy, weaken or damage them or interfere with their operation or maintenance. Additionally, prior to any changes or additions to or relocation of the improvements, the Declarant, successors and/or assigns must demonstrate to the satisfaction of the Director of Water and Sewerage Services that any such proposed change, addition, or relocation will not eliminate the improvement or interfere with or significantly change its needed operation, or otherwise pose a danger to the public health or safety. A map depicting any approved change, addition, or relocation of the improvements shall be recorded with reference to this instrument number.
- 9. These restrictions and covenants under this instrument shall become void if the structures on the property are demolished, the property is prepared for redevelopment, and the Director of Water and Sewerage Services certifies that all portions of the public storm water system on or immediately adjacent to the property have been restored to the existing condition as of the day of the execution of this instrument.

The Declarant shall provide this executed document along with associated recording fees (payable to the Davidson County Register of Deeds) to Metro Water Services for the purpose of recording this Declaration. Upon the recording of this Declaration by Metro in the office of the Register of Deeds for the county of Davidson, Tennessee, the foregoing restrictions and covenants shall run with the land and shall be binding on Declarant and all subsequent owners of the Property (or any portion thereof) and shall inure to the benefit of and be enforceable by Metro, its successors and assigns (although Metro's failure to exercise its enforcement rights in any particular situation shall not be deemed a waiver of them). Declarant, for itself and its successors in interest, further covenants to warrant and forever defend Metro's enforcement rights regarding the foregoing restrictions and covenants against the

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adverse claims of all persons. Any plat recorded at or after the date of the filing of this Declaration shall reference the instrument number where this Declaration and its attachments are recorded and contain a note that the Declarant is responsible for maintaining the Systems and Facilities. The foregoing covenants and restrictions may not be modified or amended except by a recorded instrument signed by Declarant and Metro (the discretion to do so on behalf of Metro may be exercised by the Director), or their respective successors or assigns, and shall not be extinguished by merger of title or otherwise.

VITNESS my/our hand(s), this day of	, 20
Declarant	
 Declarant	
STATE OF TENNESSEE COUNTY OF DAVIDSON	
Before me,	, a Notary Public of the State and County
aforesaid, personally appeared	
with whom I am personally acquainted, and who, acknowledged	upon oath,
to be	
the within named bargainer(s),	and that, as
such	
being authorized to do so, executed the foregoing	g instrument for the purposes therein contained.
Witness my hand and seal this day o	f, 20
	_, Notary Public
My Commission Expires	·

FOR GOVERNMENT USE ONLY
I,, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this is a true and correct copy of the original documents executed and authenticated according to law as of
This instrument has been reviewed and approved by the Metro Water, Property Services.
Signature
STATE OF TENNESSEE COUNTY OF DAVIDSON
Personally appeared before me, the undersigned, a notary for this County and State,, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.
Notary Signature
MY COMMISSION EXPIRES: Notary's Seal